

# Exhibit “A”



## Loan Sale Overview

**Sale:** \$33.9 Million Commercial Mortgage Loan Portfolio Sale

**Collateral:** Office, Retail, Condominiums, Residential Lots and Commercial Land

**Locations:** Texas, California and Michigan

**Performance:** Sub-Performing and Non-Performing

**Overview:** \$33.9 Million Commercial Mortgage Loan Portfolio Sale (the "Loan Sale") Being Conducted By Mission Capital Advisors, LLC ("Mission" or "Loan Sale Advisor") On Behalf of an Unidentified Seller ("Seller").

**Sale Structure:** Mission has been retained as the exclusive Loan Sale Advisor to the Seller for the sale of a portfolio of mixed performance commercial mortgage loans (the "Loans", "Loan Pools", "Assets" or collectively, the "Portfolio"). The Assets are being offered on a sealed bid basis.

On behalf of the Seller, Mission is soliciting indicative bids from accredited investors (the "Prospective Bidders") for the purchase of: (a) individual Assets, (b) any combination of Assets, or (c) the entire Portfolio pursuant to the Loan Sale timeline attached hereto.

Loan Sale Timeline	
Offering Memorandum Distributed	Monday, October 25, 2010
Initial Data Distribution	Tuesday, October 26, 2010
Indicative Bids Due	Thursday, November 11, 2010
Final Bidders Selected	Friday, November 12, 2010
Final Bid Date	Wednesday, December 01, 2010
Winning Bidder Selected	Thursday, December 02, 2010
10% Non-Refundable Deposit Due	Friday, December 03, 2010
Closing Date	Friday, December 10, 2010

After the Final Bid Date, the Seller, in its sole and absolute discretion, will select the winning bidder(s) (the "Winning Bidder"), who must close their respective transaction on or prior to the Closing Date (the "Closing Date").

**Bidder Rules:** The following Bidder Rules (the "Bidder Rules") must be followed by Loan Sale participants. These Bidder Rules are subject to the previously executed Confidentiality Agreement (the "Confidentiality Agreement") and any final Agreement for Sale and Purchase of Loan in Seller's required form (the "Loan Sale Agreement"), to the extent all applicable parties have executed and delivered a Loan Sale Agreement:

- As indicated in the Confidentiality Agreement, the Prospective Bidder and or Final Bidder, as the case may be, will refrain from making any reproductions, other than handwritten summaries or notes and self-generated computer records, of any information from the Loan Sale materials, the Asset Summaries or imaged files the prior written consent of the Seller.

### Loan Sale Discussions

Peter Tobin  
212-925-6692  
ptobin@missioncap.com

Scott Myers  
212-925-6692  
smyers@missioncap.com

### Data Request & Sale Discussions

Tom Hall  
212-925-6692  
thall@missioncap.com

Terence Bundy  
212-925-6692  
tbundy@missioncap.com

### Additional Contacts

Wm. David Tobin  
dtobin@missioncap.com

Joseph A. Runk  
jrunk@missioncap.com

Stephen Emery  
semery@missioncap.com

Peter Tobin  
ptobin@missioncap.com

Chad Coluccio  
ccoluccio@missioncap.com

Jordan Ray  
jray@missioncap.com

Jason Cohen  
jcohen@missioncap.com

Howard Freedman  
hfreedman@missioncap.com

Patrick Arnold  
parnold@missioncap.com

Michael Britvan  
mbritvan@missioncap.com



## Loan Sale Overview

### Bidder Rules

(Cont.):

2. The Final Bid Date may be extended or accelerated by notice from Mission on behalf of the Seller. A conforming offer will consist of the following items (collectively, a "Conforming Offer"):
  - (a) A ready to execute Loan Sale Agreement, any changes to which must have been proposed prior to the Final Bid Date,
  - (b) A completed Final Bid Submission (the "Final Bid"), of which will be provided to Final Bidders via the ShareVault Marketplace,
  - (c) An acknowledgement that, if Seller accepts the Final Bid, the Winning Bidder will immediately execute and deliver the Loan Sale Agreement to Seller and (no later than 10:00 AM EST on the next business day following acceptance of the Conforming Offer) wire funds equal to ten percent (10%) of the purchase price per wire instructions set forth in the Loan Sale Agreement as an Earnest Money Deposit (the "Earnest Money Deposit"), such deposit being non-refundable should the Seller counter execute and deliver the Loan Sale Agreement.
  - (d) An acknowledgement that it can, time being of the essence, close the Loan Sale in accordance with the dates outlined herein.

Mission must receive Final Bids no later than the Final Bid Date. Each Final Bid received will constitute a binding offer which shall remain open for five (5) business days following the Final Bid Date, unless the Final Bid is sooner accepted by the Seller or rejected.

3. The Final or Indicative Bid amount on the completed Bid Tab Page on ShareVault Marketplace, as the case may be, must be expressed both as a percentage of the outstanding unpaid principal balance, and as a whole dollar amount. The outstanding and unpaid principal balance of the Assets as indicated in the Loan Sale materials reflects the unpaid principal balance outstanding as of the date specified therein (the "Cutoff Date") and such balance is subject to change or adjustment before the Final Bid Date, in the Seller's sole and absolute discretion. No credit will be given for escrows per the Loan Sale Agreement.
4. If the Seller accepts a Final Bid for the purchase of the Asset(s), the Winning Bidder will be required to close its respective transaction on or before the Closing Date. Time is of the essence with respect to the Closing Date. On the Closing Date, the winning bidder will be required to pay to Seller, in immediately available funds, an amount equal to the purchase price (adjusted for the Earnest Money Deposit on account) as indicated in the Loan Sale Agreement.
5. The Seller shall have no obligation to accept any offer whether or not such offer represents the highest proposed purchase price, and it is possible that an offer having the highest face value may not be accepted as a result of tax, legal, financial, business risk, or timing implications, the form of consideration offered, the nature of any proposed modifications to the Loan Sale Agreement, or for any other reason or no reason whatsoever. The Seller expressly reserves the right, in its sole and absolute discretion, 1) to evaluate the terms and conditions of any offer and to accept or reject any offer without assigning any reasons, and 2) to withdraw any one or all of the Assets from the Loan Sale.
6. The Seller and Mission reserve the right to discuss with a Prospective Bidder or Final Bidder, as the case may be, at any time, 1) the terms of any offer submitted by such party for the purpose of clarifying the terms of such offer in any respect or, 2) the Prospective Bidder's qualifications and ability to close the proposed purchase. Any such discussion shall be held on a confidential basis.
7. Any offer with consideration that is not entirely for cash will not be considered. Any offer that contains provisions that trigger an automatic increase in the consideration offered, depending upon the consideration offered by others will be declared void by the Seller and will receive no consideration. Any offer, which is conditional upon and subject to financing commitments, prospective events (such as pending mergers and/or acquisitions) and contingencies, will not be entertained.



## Loan Sale Overview

### Bidder Rules

(Cont.):

8. The Loan Sale Agreement must be in the name of, and executed by, the single individual or entity that is the actual purchasing entity. Assignment of the Loan Sale Agreement is not allowed except as specified in the Loan Sale Agreement.
9. Mission, on behalf of the Seller, reserves the right to modify or terminate these Bidder Rules at any time. The Seller may negotiate with and effectuate a sale to any party, whether or not such party participated in the Loan Sale contemplated herein. The Seller further retain the right to not accept any offer and the right to negotiate the terms with any party after such party submits an offer.
10. All discussions regarding any offer should be directed through Mission. Under no circumstances should the Seller be contacted directly. Such unauthorized contact may result in disqualification at the Seller's sole and absolute discretion.
11. Under no circumstances should Prospective Bidders or Final Bidders, as the case may be, or their representatives contact the borrower, any other obligor under the Assets, borrower's members, managers, shareholders, officers, partners or the property manager without the prior written consent of the Seller, which consent may be withheld in Seller's sole and absolute discretion. Such unauthorized contact will result in disqualification from the process at the Seller's sole and absolute discretion in addition to any other remedies that may be available to the Seller pursuant to the terms of the Confidentiality Agreement executed by the Prospective Bidder or Final Bidder, as the case may be.
12. Without limiting the above, if at any time you discover that you or your representatives have been or are now in active negotiation with any borrower or other Asset obligors or their affiliates, directors, officers, representative, agents, employees, accountants or attorneys regarding any of the Assets or any collateral securing the Assets, you shall immediately notify Mission and the respective Seller in writing and disclose the current status of any negotiation. Failure to immediately notify Mission in writing will result in disqualification from the process at the Seller's sole discretion in addition to any other remedies that may be available to the Seller.
13. The Seller, Mission and their respective affiliates, subsidiaries, trustees, directors, officers, advisors, employees, agents, servicers and representatives make no representations or warranties, express or implied, concerning any information supplied to any Prospective Bidder, other than the specific representations and warranties that may be made by the Seller in the Loan Sale Agreement, when and if finally executed, and are subject to such limitations and restrictions as may be specified in such Loan Sale Agreement. No person affiliated with the Seller or Mission has authority to make any representations or warranties concerning the Assets or the information supplied to Prospective Bidders and/or Final Bidders, other than representations specified in the Loan Sale Agreement once executed. Neither the Seller nor Mission represents or warrants the accuracy or viability of any legal document or pleading (or other document relating to any litigation matter), appraisal, financial, operating, environmental, or other information, reports, notes or other items contained in any loan file, origination file, servicing file or computer servicing system output, the Offering Memorandum, or any other report or update made available or distributed in connection with the sale of the Assets.
14. Each Prospective Bidder and/or Final Bidder will bear all costs of its investigation. Each Prospective Bidder shall also bear all costs associated with the closing of the transaction, including the fees and disbursements of its own counsel and advisors. The costs and disbursements of the Seller, counsel fees of the Seller and fees of other experts or advisors retained by the Seller will be borne by the Seller. No finder's fees, broker's fees, or commission will be paid by the Seller in connection with the transaction other than to Mission, nor will the Seller bear any other costs of closing except as may be specified in any finally executed Loan Sale Agreement.



## Loan Sale Overview

**Representations & Warranties:** The Sellers will make their required form of Loan Sale Agreement available for review to Final Bidders. Pursuant to the Loan Sale Agreement, the Seller is selling its Assets subject only to those representations and warranties explicitly stated in the Loan Sale Agreement. No other representations or warranties, either expressed or implied, shall apply.

**Disclaimer:** The Seller Reserves The Right, At Its Sole And Absolute Discretion, To Withdraw Any Or All Of The Assets From The Loan Sale, At Any Time. This Offering Memorandum Has Been Prepared To Assist The Recipient In Deciding Whether To Proceed With Further Investigation Of The Assets. While The Information Included Herein Is Believed To Be Accurate And Reliable, Seller, Mission And Their Respective Subsidiaries, Affiliates, Agents, Assignees, Officers, Trustees, Directors, Servicers And Employees Make No Representations Or Warranties, Express Or Implied, As To The Accuracy Or Completeness Of Such Information, Including But Not Limited To The Validity Or Priority Of Any Liens And The Value Of Any Collateral. Only Those Representations And Warranties That Are Made By The Applicable Seller To A Prospective Bidder In A Definitive, Executed Loan Sale Agreement Shall Have Any Legal Effect.

Opened by khleiner@arcuscapital.com on Jun 21, 2012 at 12:55 AM  
Mission Capital Advisors, LLC  
CONFIDENTIAL DOCUMENT  
arcuscapital.com

# **Exhibit “B”**

**Kent Kleiner**

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**From:** Peter Tobin [PTobin@MISSIONCAP.com]  
**Sent:** Thursday, December 02, 2010 9:19 AM  
**To:** Kent Kleiner  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerca - CA-2: Bee Canyon, LLC

Kent – Working on wiring instructions. I should have the official green light on this one later today, but we are going with you guys here.

Thursday 12/9 will work for a closing date.

Peter Tobin  
Mission Capital Advisors  
212-925-6692

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**From:** Kent Kleiner [mailto:[KKleiner@arcuscapital.com](mailto:KKleiner@arcuscapital.com)]  
**Sent:** Thursday, December 02, 2010 11:10 AM  
**To:** Peter Tobin  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerca - CA-2: Bee Canyon, LLC

If you have wiring instructions, please provide those. We'll get the deposit arranged today and send back an executed copy of the Loan Sale Agreement as well.

As far as closing – would the end of next week work? Probably shoot for next Thursday the 9<sup>th</sup>.

**Kent Kleiner**  
**ARCUS Private Capital Solutions, LLC**  
4915 E. Baseline Rd., Suite #105  
Gilbert, AZ 85234  
(480) 305-7070 office  
[kkleiner@arcuscapital.com](mailto:kkleiner@arcuscapital.com)

---

**From:** Peter Tobin [mailto:[PTobin@MISSIONCAP.com](mailto:PTobin@MISSIONCAP.com)]  
**Sent:** Thursday, December 02, 2010 9:05 AM  
**To:** Kent Kleiner  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerca - CA-2: Bee Canyon, LLC

Deposit date will work.

Peter Tobin  
Mission Capital Advisors  
212-925-6692

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**From:** Kent Kleiner [mailto:[KKleiner@arcuscapital.com](mailto:KKleiner@arcuscapital.com)]  
**Sent:** Thursday, December 02, 2010 11:01 AM  
**To:** Peter Tobin  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerca - CA-2: Bee Canyon, LLC

Should we use the deposit date as the cut-off date, or closing – it's not going to amount to more than a few days either way.

**Kent Kleiner**  
**ARCUS Private Capital Solutions, LLC**

4915 E. Baseline Rd., Suite #105  
Gilbert, AZ 85234  
(480) 305-7070 office  
[kkleiner@arcuscapital.com](mailto:kkleiner@arcuscapital.com)

---

**From:** Peter Tobin [<mailto:PTobin@MISSIONCAP.com>]  
**Sent:** Wednesday, December 01, 2010 3:42 PM  
**To:** Kent Kleiner  
**Cc:** Tom Hall  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerica - CA-2: Bee Canyon, LLC

Not really, just state specific.

Peter Tobin  
Mission Capital Advisors  
212-925-6692

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**From:** Kent Kleiner [<mailto:KKleiner@arcuscapital.com>]  
**Sent:** Wednesday, December 01, 2010 5:41 PM  
**To:** Peter Tobin  
**Cc:** Tom Hall  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerica - CA-2: Bee Canyon, LLC

Was there a difference between the three that were posted in Sharevault? I only reviewed one (first one) – help me understand the difference between “cut-off” date and “closing” date. Fine otherwise.

**Kent Kleiner**  
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Gilbert, AZ 85234  
(480) 305-7070 office  
[kkleiner@arcuscapital.com](mailto:kkleiner@arcuscapital.com)

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**From:** Peter Tobin [<mailto:PTobin@MISSIONCAP.com>]  
**Sent:** Wednesday, December 01, 2010 3:29 PM  
**To:** Kent Kleiner  
**Cc:** Tom Hall  
**Subject:** RE: \$33.9mm 4Q10 Loan Sale: Comerica - CA-2: Bee Canyon, LLC

Kent,

Did you have comments to the agreement?

Peter Tobin  
Mission Capital Advisors  
212-925-6692

---

**From:** Kent Kleiner [<mailto:KKleiner@arcuscapital.com>]  
**Sent:** Wednesday, December 01, 2010 12:57 PM  
**To:** Peter Tobin  
**Subject:** \$33.9mm 4Q10 Loan Sale: Comerica - CA-2: Bee Canyon, LLC

Peter,

Considering the tax bill that's well over \$100k, I'm beyond my number at the \$1.2M mark – that's what I submitted. Let me know on this when you can as we would like to know for a few other things we are looking at. As always, certainly appreciate you working with us.

**Kent Kleiner**  
**ARCUS Private Capital Solutions, LLC**  
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Gilbert, AZ 85234  
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212-925-6692

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**Kent Kleiner**  
**ARCUS Private Capital Solutions, LLC**  
4915 E. Baseline Rd., Suite #105  
Gilbert, AZ 85234

(480) 305-7070 office  
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**Cc:** Tom Hall  
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Peter Tobin  
Mission Capital Advisors  
212-925-6692

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**Sent:** Wednesday, December 01, 2010 12:57 PM  
**To:** Peter Tobin  
**Subject:** \$33.9mm 4Q10 Loan Sale: Comerica - CA-2: Bee Canyon, LLC

Peter,  
Considering the tax bill that's well over \$100k, I'm beyond my number at the \$1.2M mark – that's what I submitted. Let me know on this when you can as we would like to know for a few other things we are looking at. As always, certainly appreciate you working with us.

**Kent Kleiner**  
**ARCUS Private Capital Solutions, LLC**  
4915 E. Baseline Rd., Suite #105  
Gilbert, AZ 85234  
(480) 305-7070 office  
[kkleiner@arcuscapital.com](mailto:kkleiner@arcuscapital.com)

# **Exhibit “C”**

**Kent Kleiner**

**From:** Peter Tobin [PTobin@MISSIONCAP.com]  
**Sent:** Thursday, December 02, 2010 4:09 PM  
**To:** Kent Kleiner  
**Cc:** Tom Hall; Terence Bundy  
**Subject:** Comerica Bank - Final Bid Award: Bee Canyon

Kent,

Mission Capital is pleased to award you the following asset from the Comerica Bank 4Q2010 loan sale:

Asset	\$ UPB	Awarded Price \$	Awarded Price %	Deposit Amount
CA-2: Bee Canyon, LLC	\$5,419,287.44	\$1,200,000.10	22.1431%	\$120,000.01

Pursuant to the terms of the Loan Sale Overview, in order to secure this asset, you are required to wire a 10% non-refundable deposit (amount noted above) to Comerica no later than end of business tomorrow 12/3. The wire instructions are as follows:

Wiring Instructions	
Bank Name:	Comerica Bank
ABA #:	111000753
Account #:	■■85 / ■■51
Account Name:	Special Assets - Texas
Attention:	Tara Horton

Please confirm your acceptance of this award.

Regards,

Peter Tobin | Managing Director  
**Mission Capital Advisors, LLC** | 32 Avenue of the Americas, 21st Floor, New York, NY 10013  
 ☎ 212-925-6692 | ☎ 917 658 0571 | ☎ 646-607-8132 | [www.missioncap.com](http://www.missioncap.com)

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# **Exhibit “D”**

**Kent Kleiner**

**From:** Kent Kleiner  
**Sent:** Thursday, December 02, 2010 5:08 PM  
**To:** 'Peter Tobin'  
**Cc:** Tom Hall; Terence Bundy  
**Subject:** RE: Comerica Bank - Final Bid Award: Bee Canyon  
**Attachments:** Loan Sale Agreement Barney Executed 12.2.10.pdf

Gentlemen,

Thank you for your efforts on our behalf – we know you really went to bat on this. Here is the executed LSA, and the wire has been requested – we will provide the fed. ref. as soon as we have it tomorrow, and will plan to close the middle of next week – we don't see a need to delay the close.

**Kent Kleiner**  
**ARCUS Private Capital Solutions, LLC**  
4915 E. Baseline Rd., Suite #105  
Gilbert, AZ 85234  
(480) 305-7070 office  
[kkleiner@arcuscapital.com](mailto:kkleiner@arcuscapital.com)

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**To:** Kent Kleiner  
**Cc:** Tom Hall; Terence Bundy  
**Subject:** Comerica Bank - Final Bid Award: Bee Canyon

Kent,

Mission Capital is pleased to award you the following asset from the Comerica Bank 4Q2010 loan sale:

Asset	\$ UPB	Awarded Price \$	Awarded Price %	Deposit Amount
CA-2: Bee Canyon, LLC	\$5,419,287.44	\$1,200,000.10	22.1431%	\$120,000.01

Pursuant to the terms of the Loan Sale Overview, in order to secure this asset, you are required to wire a 10% non-refundable deposit (amount noted above) to Comerica no later than end of business tomorrow 12/3. The wire instructions are as follows:

Wiring Instructions	
Bank Name:	Comerica Bank
ABA #:	111000753
Account #:	[REDACTED] 35 / [REDACTED] 51
Account Name:	Special Assets - Texas
Attention:	Tara Horton

Please confirm your acceptance of this award.

Regards,

Peter Tobin | Managing Director  
**Mission Capital Advisors, LLC** | 32 Avenue of the Americas, 21st Floor, New York, NY 10013  
(212) 925-6692 | (917) 658-0571 | (646) 607-8132 | [www.missioncap.com](http://www.missioncap.com)

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